

Gerard F. Smith, Esq.
PEZOLD SMITH HIRSCHMANN & SELVAGGIO, LLC.
One Broadway, Suite 201
Denville, New Jersey 07834
(973) 586-6700
Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT
FOR THE
DISTRICT OF NEW JERSEY

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HARTFORD FIRE INSURANCE CO.
a/s/o JADE MARKETING GROUP, LLP,

Plaintiff,

Civil Action No.

v.

BROME, LLC, WALSH C.H.B., INC.,
M/V OOCL Atlanta V.40E50, her engines,
boilers, etc., and XYZ Corp.,

COMPLAINT

Defendants.

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Plaintiff, Hartford Fire Insurance Co. a/s/o JADE MARKETING GROUP, LLP, by way of
Complaint against the defendants, and each of them, says:

JURISDICTION

1. This Court has jurisdiction pursuant to 28 U.S.C. § 1337, as this action involves liability of a motor carrier for loss and/or damage to goods transported in interstate commerce under 49 U.S.C. §§ 14706, and the amount in controversy exceeds \$10,000, exclusive of interest and costs, and it is cognizable as an admiralty or maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure, and jurisdiction is otherwise found by virtue of 28 U.S.C. § 1331(Federal Question), 46 U.S.C. § 30701 *et seq.* (COGSA).

PARTIES

2. At and during all time hereinafter mentioned, plaintiff had and now has the legal status and principal offices and place of business now stated in Schedule A annexed by this reference and made a part hereof.

FIRST COUNT

3. Plaintiff repeats and realleges each and every allegation of paragraphs 1 through 3 as if fully set forth herein.

4. On or about **December 14 – 19, 2010**, pursuant to a contract of bailment, freight, forwarding and carriage, entered into with the plaintiff, the defendants and each of them, received certain merchandise owned by the plaintiff, under defendant, Walsh C.H.B's Bill of Lading No. BN2010120222, dated December 14, 2010, as more fully described in Schedule A hereto.

5. The defendants and each of them breached their contract of bailment, freight forwarding and carriage, and as a result of which, plaintiff's merchandise was greatly depreciated in value and plaintiff lost the use of same, for which it claims damages.

WHEREFORE, plaintiff, HARTFORD FIRE INSURANCE CO. a/s/o JADE MARKETING GROUP, LLP, demands judgment against the defendants, BROME, LLC, WALSH C.H.B., INC., M/V OOCL Atlanta V.40E50, her engines, boilers, etc., and XYZ Corp., for damages in the amount of \$222,181.00, together with interest, costs of suit, and such other and further relief as this Court deems just and proper.

SECOND COUNT

6. Plaintiff repeats and realleges each and every allegation of paragraphs 1 through 5 as if fully set forth herein.

7. Defendants' failure to deliver the shipments at issue in good order and condition constitutes a violation of 49 U.S.C. § 14706.

8. Defendants acknowledge liability for some claims at issue herein, but has failed to pay plaintiff in violation of 49 C.F.R. § 370.9.

9. Defendants' failure to acknowledge some or all of plaintiff's claims constitutes a violation of 49 C.F.R. § 370.5.

10. Defendants' failure to decline or offer a written settlement compromise for some or all of plaintiff's claims constitutes a violation of 49 C.F.R. § 370.9.

11. Pursuant to the Interstate Commerce Act, defendants are "liable for damages sustained by a person as a result of an act or omission of that carrier . . . in violation of this part [Title 49, U.S.C., Subtitle IV, Part B]." 49 U.S.C. § 14704(a)(2).


12. As a result of defendants' breach of the contracts of carriage under 49 U.S.C. § 14706 and defendants' violations of the federal claim regulations at 49 C.F.R. Pat 370, defendants are liable, under 49 U.S.C. § 14704(a)(2), for plaintiff's actual damages in the amount of \$222,181.00, together with interest thereon from the date that each shipment was delivered or scheduled to be delivered.

13. As a result of defendants' breach of the contracts of carriage, under 49 U.S.C. § 14706, and defendants' violations of the federal claim regulations at 49 C.F.R. Pat 370, plaintiff is entitled to an award of reasonable attorney's fees under 49 U.S.C. § 14704(e).

CERTIFICATION REGARDING OTHER PROCEEDINGS AND PARTIES

The undersigned counsel hereby certifies, in accordance with Local Rule 11.2, that the matter in controversy is not the subject of any other action pending in any Court and is likewise not the subject of any pending arbitration proceeding or administrative proceedings.

Dated: August 4, 2011



Gerard F. Smith, Esq.
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Attorneys for Plaintiff

SCHEDULE A

Plaintiff: legal status and place of business:

HARTFORD FIRE INSURANCE COMPANY
Box 14265
Lexington, Kentucky 40512

Jade Marketing Group, LLP
76 Lasalie Road
West Hartford, CT 06107

Defendants: legal status and place of business:

Brome, LLC
27D Lister Avenue
Newark, New Jersey 07105

Walsh C.H.B., Inc.
189 Sunrise Highway
Suite 202
Rockville Centre, New York 11570

XYZ CORP.

Date of Shipment/
Bill of Lading:

Walsh C.H.B's Bill of Lading No. BN2010120222, dated December 14, 2010
Vessel/Voyage : OOCL Atlanta V.40E50
Container No. OOLU7397221

Port of Loading:

Shekou, China

Port of Discharge:

Long Beach, CA

Place of Delivery:

New York, New York

Shippers:

Profit Way Industrial Limited

Consignee:

Jade Marketing Group, LLC

Description of Shipment:

womens' clothing (1,526 packages of pants and shorts,

Nature of Loss:

Stolen/Missing